

AGREEMENT

Between

THE BOARD OF EDUCATION OF THE PASSAIC
COUNTY MANCHESTER REGIONAL HIGH SCHOOL
DISTRICT

And

MANCHESTER REGIONAL HIGH SCHOOL EDUCATION
ASSOCIATION

Covering the period

September 1, 1976

to

August 31, 1977

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PREAMBLE

In order to effectuate a negotiation procedure which will function under Chapter 303 Public Laws of 1968 and Chapter 123, Public Laws of 1974 as enacted by the Senate and General Assembly of the State of New Jersey, THIS AGREEMENT IS MADE AND ENTERED INTO on this 19th day of November, 1975, by and between the Board of Education of the Passaic County Manchester Regional High School District (hereinafter referred to as the "Board") and the Manchester Regional High School Education Association (hereinafter referred to as the "Association").

Article 1.

STATEMENT OF TEACHER-ADMINISTRATOR BOARD OF EDUCATION RELATIONSHIPS

- A. Recognizing that providing a high quality education for the high school students of the Manchester District is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the students.

We do hereby declare that:

1. The Board, under law, has the final responsibility for establishing policies for the district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

B. INSTRUCTIONAL COUNCIL

1. An Instructional Council shall be established to operate in an advisory capacity to the Superintendent. The Council shall be comprised of teachers and administrators who shall meet with the Superintendent at least once each month, after school, during the school year to review and discuss educational matters relating to Manchester Regional High School.
2. The Council shall consist of three (3) Association appointments and three (3) appointments by the Superintendent. The Superintendent shall also be a member of the Council, making a total membership of seven (7). The Council shall establish its own by-laws. It is understood that the Council will not be involved in matters of policy, administrative procedures, or grievances.

C. PRINCIPLES

1. Objectives

- (a) Attainment of the objectives of the educational program conducted in the school, requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- (b) This agreement is negotiated in order to establish for its term the salaries and certain conditions of employment of those members of the professional staff who are members of the association and who have designated the association as their representative for collective negotiations.

- (c) The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise with respect to the interpretation or implementation of this agreement and, therefore, do agree upon a grievance procedure for the effective processing and resolution of such disputes as may arise from and within the terms and covenants of the within agreement.

2. Implementation

- (a) The Board and the Association accept the provisions of this agreement as commitments which they will co-operatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform thereunder pursuant to the law of the State of New Jersey.
- (b) Subject to the provisions of Chapter 303 Public Laws of 1968 and Chapter 123 of the Public Laws of 1974, the Board agrees not to negotiate with any teacher organization other than the Association with respect to those members of the professional staff who are covered and included in this agreement, for the duration thereof.
- (c) The Board and Association each reserves the right to act hereunder by committee, individual member, or designated representative (professional or lay), whether or not a member thereof, provided that satisfactory evidence by way of an official resolution duly adopted prior to such action and a copy thereof, duly certified, by the secretary has been submitted to the other. Failing the adoption and service of such a resolution by either the Board or the Association to the other, said Board or Association must act officially by and through its designated committee.
- (d) The provisions of this agreement do constitute a binding obligation of the parties for the duration hereof unless altered, changed or amended by mutual consent, which must be in writing signed by both parties. No oral or verbal changes of any kind by either the parties or anyone claiming to act for and on their behalf shall be effective to change, alter or amend any of the terms, covenants and agreements herein contained.
- (e) In the event there is any conflict between any of the terms, covenants and provisions of this agreement and any previously adapted policy rule or regulation of either the Board or the Association, this agreement shall prevail. Nothing in this agreement which changes any pre-existing policy, rule or regulation of the parties will operate retroactively unless expressly so stated.

Article II .

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning those terms and conditions of employment which are provided for and set forth in this agreement for all certificated personnel who are members of the professional staff, as listed below, whether under contract or on leave:

Teachers (except substitutes),
Nurse,
Department Chairman,
Guidance Counselors (except the Director of the Guidance Department),
Librarian, and
Coaches (appointments for coaching positions are made without tenure and are renewable annually at the discretion of the Board).

This specifically excludes the Superintendent, the Principal, the Administrative Assistant, and any other persons who may hereafter be employed by the Board in an administrative capacity.

- B. Unless otherwise indicated, the term "Teachers" when used hereinafter in this agreement, shall refer to all certificated professional employees who are included under Article II., A., above and are represented by the Association in the negotiating unit as above defined.
- C. The Association shall submit evidence of the membership in the association and that the Association has been designated as the organization to represent each of its members with respect to collective negotiations with the Board by having those members of the professional staff (as set forth in Article II., A. above) submit to the Board a duplicate membership signed by each individual member of the Association.
- D. This agreement and all of the terms, provisions and covenants thereof shall apply only as between the Board and those persons who are included in this agreement.

Article III.

TEACHING HOURS

- A. The Board and the Association recognize and agree that professional responsibility of those persons represented by the Association generally entails the performance of duties and the expenditure of time beyond that which may be considered the normal working day.
- B. The length of the normal working day shall be seven (7) hours and thirty (30) minutes. The number of periods and their arrangement shall be at the discretion of the Administration and the Board. The working day shall include one (1) preparation period for each teacher, the length of which shall not vary from the length of a regularly scheduled class period. The working day shall also include a lunch period for each teacher, the length of which shall not vary from the length of the regularly scheduled student lunch period. All of the professional personnel included in this agreement shall not be required to remain for longer than the completion of the normal working day except in unusual or emergent circumstances beyond the control of the Board.

Once the bell schedule has been established by the Board, it shall not be changed without consultation with the Association except in emergent circumstances beyond the control of the Board.
- C. The number of hours per normal working day shall not be changed without notice to and discussion with the Association and in accordance with the procedures herein provided.
- D. Where administratively possible, all teachers shall be scheduled for no more than three (3) consecutive teaching periods.
- E. Department heads shall be assigned student instruction -- supervision periods each day, if necessary in the judgment of administration, as follows:
 - 1. A department with two (2) teachers in addition to the head of the department -- six (6) such periods.

2. A department with no less than three (3) and no more than six (6) teachers in addition to the head of the department -- five (5) such periods; and
3. A department with no less than seven (7) teachers in addition to the head of the department -- four (4) such periods.

A student instruction -- supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

Article IV.

TEACHING LOAD

A. Work Year

1. The work year of teachers shall commence on September 1 and end on June 30 of each year. All teachers shall be subject to call for duty at anytime during the work year. It being understood, however, that except for special or emergent situations, teachers (other than new personnel who may be required to attend additional orientation sessions) shall not be called to duty more than two (2) days prior to the opening of school (the two (2) days so designated being placed as nearly as possible before the actual first day of school) and shall not be kept more than two (2) days after the last day of student attendance but in no event shall there be more scheduled work in which no teaching takes place than shall have been provided in the school calendar adopted for any particular school year by the board. It being specifically understood, however, that the Board may in an emergent situation or due to circumstances beyond its control extend the school year or the school calendar for any given year for such length of time as shall be necessary under the circumstances.

B. After School Meetings

1. Teachers may not, after the first year of experience, be required to remain after school for longer than one (1) regular period to attend the following staff meetings:
 - (a) Staff meetings may be called at the discretion of the principal. These meetings are to be held during the regular teacher's day. There may be two (2) meetings per month where the meeting may extend beyond the regular teacher's day.
 - (b) Particular special field groups or special groups will meet at the call of the special field or special group chairman or principal with reasonable notice, and for a length of time not to exceed the limitations as stated in Article IV., B., 1. above.

2. Attendance at meetings such as PTA activities shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.
- C. All teachers shall in addition to their lunch period have at least one (1) preparation period each day, during which they should not be assigned to any other duties except in unusual or emergent situations (such as a failure to secure a substitute, sudden illness of a teacher, etc.) The Board shall make every effort to secure a substitute to cover any such unusual or emergent situations.
 - D. Teachers shall not be assigned more than five (5) teaching periods per day, plus one (1) period of supervision, plus a home room or six (6) teaching periods per day and a home room.
 - E. Co-curricular activity sponsors and directors of special school functions are vital to the efficient and complete operation of the total educational effort of the school. The responsibilities incumbent in these positions are, in so far as possible, carried out during time which is in addition to the regular school day. Therefore, all such positions should be monetarily compensated on an equitable basis as provided in Schedule A., attached to this agreement except such activities and functions which are now or have heretofore been performed without compensation.
 - F. The Association shall not restrict the voluntary contribution of services or work of any member of the professional staff without remuneration or compensation, who desires to do so and will not take or permit any punitive action or reprisals against any such member of the professional staff.

Article V.

PROMOTIONS

- A. All vacancies in promotional positions shall be filed pursuant to the following procedure:
 - 1. Such vacancies shall be adequately publicized, including a notice to the school and by posting through the Superintendent's bulletin, as far in advance of the date of filling such vacancies as possible, ordinarily at least thirty (30) days in advance and in no event less than fifteen (15) days in advance. In addition, the Superintendent may concurrently publicize the position outside the school district.
 - 2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position.
 - 3. Teachers who desire to apply for such vacancies shall file their application in writing with the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
- B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator level, including but not limited to positions such as principal, assistant principal, department chairman and any assignment to which an honorarium is attached.
- C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.
- D. When a vacancy arises in June, July, or August when school is not in session and it is deemed by the Superintendent to be necessary to start the process prior to the opening of school all teachers shall be notified of the vacancy and the qualifications by mail at the address given by each as his or her summer residence. Such notice shall be sent as far in advance as is practicable, ordinarily at least twenty-one (21) days before the final date for the filing of applications and in no event less than fourteen (14) days before such date.

Article VI.

PERSONNEL LEAVE

A. Employee Absence

1. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, service connected disability, accumulated sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physician's certificate are incorporated in this agreement and made a part hereof as though recited verbatim.
2. All personnel covered by this agreement are entitled to the following time off with pay:
 - (a) Death in the immediate family -- a period of five (5) consecutive calendar days from the date of death. If the five (5) day period includes any days during which school is in operation, those days shall be included in the five (5) day period and payment of salary shall be only for those days during which school is in operation. The immediate family shall include and be limited to mother, father, father-in-law, mother-in-law, wife, husband, children, brothers, sisters, grandfather and grandmother.
 - (b) Death of a relative -- one day which may be taken at the option of the teacher from the date of death to the date of the funeral inclusive.
 - (c) Serious illness in the immediate family -- two (2) days. The "immediate family" being the same as hereinabove defined. Serious illness shall be one which requires the attendance of a physician or hospitalization. The teachers shall supply certification of the physician or hospital.
 - (d) Government mandates over which the employee has no control except that the same shall not include any individual's requirement to answer violations of law due to personal reasons or to prosecute or defend any law suits in which the employee is a party.
 - (e) Personal business -- five (5) days during the school year.
 - (1) The request for a personal business day must be submitted in writing to the Superintendent at least one (1) calendar week prior to the day which is requested and the applicant for such leave shall not be required to state the reason for taking such leave. In cases of emergency, where the personal day requested is less than

one (1) calendar week from the written request, the Superintendent may, at his discretion, request that a reason be given.

- (2) Personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays.
- (3) Within the discretion of administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation of the school, for example, (but not limited to) opening day, closing day, examination days, evaluation days or report card days.
- (4) Only the first two (2) days of leave for personal business shall be at no loss of salary. Any additional leave for personal business shall be with a deduction of the substitute teacher's pay even if a substitute teacher is not obtained.

(f) Maternity leave shall be granted to tenure teachers only, without pay, upon application to the Board, with the provision that a return from such maternity leave shall be at the beginning of the school year next following the granting of such leave. The request to return to work for the following school year shall be made, in writing, to the Board of Education by April 30 of the school year. Personnel returning after a maternity leave shall receive no experience credit for the period of time covered by such leave.

(g) Emergency leave -- in all other situations not covered by this agreement, the employee shall submit to the Superintendent of Schools a request in writing. Such request shall state the reason requiring the emergency leave. The Superintendent shall refer such requests to the Board of Education which, in its sole and absolute discretion, shall determine whether such emergency leave

- (1) shall be granted, and
- (2) whether said employee shall be paid for the period covered by such leave or there shall be a deduction from the employee's pay.

(h) Sabbatical Leave

- (1) Certificated school personnel who have served continuously and satisfactorily in the Manchester Regional High School for a period of at least seven (7) years may, on the recommendation of the Superintendent of Schools, be granted a sabbatical leave of absence not exceeding one (1) year for the following purpose:
Approved graduate study (college, writing, research, etc.)
- (2) A teacher on sabbatical leave shall receive a salary equal to one-half the annual salary to which he would have been entitled were he teaching in the school system that year. Salary payments will be made on the same basis as for regularly employed teachers.
- (3) While on sabbatical leave, a teacher shall make the same payments into the Teacher Pension and Annuity Fund as would be made if teaching that year on full salary. The full twelve (12) month service credit is allowed for retirement and pension purposes. Teachers also shall make the regular payment based on full salary for the year to Contributory Life Insurance and are fully covered during the year.
- (4) During a sabbatical leave a teacher accumulates sick leave and is eligible to use it at the contracted salary the same as if regularly employed. All other advantages of regular teaching also are available including Workmen's Compensation coverage.
- (5) Requests for a sabbatical leave shall be made to the Superintendent of Schools before November of the school year previous to the school year for which the leave is desired. The requests shall be in writing giving the reason for the leave, instruction, and any additional information which will be helpful in evaluating the request. It shall then be referred to the principal for his prior approval.
- (6) No more than one teacher per year shall be granted a sabbatical leave. The selection of the teacher to be recommended to the Board of Education for a sabbatical leave shall be made by the Superintendent

on the basis of information contained in the written requests. Notification of the action taken by the Board of Education on requests for sabbatical leaves will be given in writing by February 1 of the school year immediately preceding the school year for which the request is made.

- (7) Before beginning a sabbatical leave, a teacher shall enter into a contract to return to active service in the Manchester Regional High School District for a period of at least three (3) years after the expiration of such leave. A teacher who does not perform this agreement shall repay to the Passaic County Manchester Regional High School District Board of Education a sum bearing the same ratio to the amount of salary received while on leave of absence, that the unfulfilled portion of the three subsequent years' service bears to the full three (3) years; provided, however, that the teacher shall be released from such payment if his failure to serve the three (3) years as stipulated be due to his illness, disability, or death, or if he be discharged from his position.
- (8) Prior to the beginning of the school year following the sabbatical leave, each teacher will be required to submit a brief written report on the activities in which he engaged during this sabbatical leave. The report should suggest ways in which the study will be of benefit to him in his teaching assignment at Manchester Regional High School.
- (9) A teacher returning from a sabbatical leave shall be placed on the step of the salary guide he would have attained had he taught the entire previous year in the school system.
- (10) In addition to the contract to be entered into by the teacher to whom a sabbatical leave is granted, pursuant to Article VI.
- (11) said teacher shall enter into a Bond and Warrant for the Confession of Judgment in favor of the Board against him or her in such sum as shall represent the dollar amount which would become due to the Board in the event said teacher failed to perform the contract made and entered into by said teacher pursuant to Article VI. (7).

- (i) Teachers may be allowed such professional days for visitation to other school systems as recommended by the Superintendent with the approval of the board.

Article VII.

GRIEVANCE PROCEDURE

A. Definitions

- (1) A grievance is a claim based upon any event or condition concerning welfare, or terms and conditions of employment, or the interpretation, meaning or application of any of the provisions of this agreement as the same affects any employee or group of employees included in this agreement.
- (2) An aggrieved person is the person or persons or the Association making the claim.
- (3) A party in interest is the person or persons making the claim and any person who may be required to take action or against whom action may be taken in order to resolve the grievance.

B. Purpose

- (1) The purpose of this procedure is to secure, at the lowest possible level equitable solutions from the problems which may from time to time arise affecting the welfare or terms or conditions of employment of all persons covered by this agreement. Both parties agree that these proceedings will be kept as informal or confidential as may be appropriate at any level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any person covered by this agreement, having a grievance to discuss the matter informally with his or her immediate superior or the principal of the school, and having the grievance adjusted without the intervention of the association.

C. Formal Procedure

- (1) Every grievance shall be started within thirty (30) school days from the date on which it is alleged that the grievance took place, or from the date they should have known that it took place. In counting said thirty (30) day period, the day on which the alleged grievance took place shall not count. If the alleged grievance takes place during a period in which school is not in session, the thirty (30) day period shall be counted from the day following the day of the alleged grievance, excluding those days in which school is not in session. (For example, if the day of the alleged grievance is the day after school closes for the summer vacation, the thirty (30) day period shall commence to run on the first day that school is again open, and if during said thirty (30) day period there is an intervening school holiday, the day or days of said holiday shall not be counted

for the said thirty (30) day period.) If a grievance is not filed during the said thirty (30) day period, it shall not be filed thereafter.

- (2) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- (3) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

(4) Level One

Any person with a grievance shall first discuss it with the principal, either directly or through the association's designated representative, with the objective of resolving the matter. In each instance the person with whom the grievance is discussed shall advise his or her decision with respect thereto within three (3) days from the date that the grievance has been brought to his or her attention.

(5) Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at level one or if the principal has not rendered his decision within the three (3) calendar days after the grievance has been presented to him, the aggrieved person may file the grievance in writing with the chairman of the association's committee on professional rights and responsibilities (hereafter referred to as the PR&R Committee) within five (5) calendar days after the decision or the absence of such a decision at level one. Within five (5) calendar days after receiving the grievance in writing from the aggrieved person, the chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

(6) Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within ten (10) calendar days after the grievance was submitted, in writing, to the superintendent, the aggrieved person may within five (5) calendar days after the decision by the superintendent or the failure of the superintendent to render a decision within the ten (10) days, whichever is sooner, the aggrieved person may, in writing, request that the chairman of the PR&R Committee submit his grievance to the board. The board shall consider and dispose of the grievance as submitted within fifteen (15) school days after the same has been submitted to it.

(7) Level Four

If the aggrieved person is not satisfied with the disposition of his grievance by the board, he or she either personally or through the PR&R Committee shall not be precluded from taking an appeal to the Commissioner of Education of the State of New Jersey pursuant to the provisions of New Jersey Revised Statutes 18A.

D. Right of Representation

- (1) Any person presenting a grievance may be represented at all levels of the grievance procedure by himself or by a representative selected or approved by the association. When a person presenting a grievance is not represented by the association, the association shall have the right to have a representative of the association present to state its views with respect to the grievance under consideration.
- (2) No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the board or by any member of the administration against any party in interest, any association representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E. If at any point in the grievance procedure the person who has initiated the grievance shall indicate that he or she is satisfied with the decision, at any level at which the acceptable decision is made, the particular grievance involved shall be considered as terminated and no further proceedings shall be had with respect to same.

F. Miscellaneous

- (1) If in the judgment of the association, a grievance affects a group of employees covered by this agreement or an entire department, the association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at level two. The association may process such a grievance through all levels of the grievance procedure provided that the person or persons aggrieved desire to do so and so informs the board in writing thereof.
- (2) Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two and three shall be in writing setting forth the decision and reasons therefor. The said written decision shall be made promptly to all parties in interest and to the chairman of the PR&R Committee.
- (3) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- (4) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- (5) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

Article VIII.

SALARIES

- A. The Board agrees that the salary guides attached hereto as Schedules A., B., C. and D., including the general provisions, are made a part hereof and shall apply to all board employees within the unit covered by this agreement.
- B. The parties hereto do agree that the Board may withhold for inefficiency or other good cause the employment increment, or the adjustment increment, or both of any of the members of the professional staff who are included and governed by this agreement, in any year, by a majority vote of all the members of the Board pursuant to and in conformity with Revised Statutes 18A: 29-14 which is incorporated herein by reference and made an integral part hereof.

Article IX.

INSURANCE PROTECTION

A. The Board shall provide insurance for all Board employees within the unit covered by this agreement as follows:

- (1) For all these persons hereinabove designated who remain in the employ of the Board for the full school year, the Board shall make payment of full individual and full dependent coverage (one hundred per cent (100%) of all premiums continuing for the duration of this agreement. The insurance to be provided shall be:
 - (a) Hospitalization benefits in amounts not less than those provided by Hospital Service Plan of New Jersey.
 - (b) Surgical benefits in amounts not less than those provided by Medical Surgical Plan of New Jersey.
 - (c) Rider J.
 - (d) Major medical benefits in amounts not less than those provided by the present Prudential Insurance contract.
 - (e) The availability of such insurance by and from recognized insurance companies.

Article X

EVALUATION

- A. The Board and the Association recognize that evaluation is useful as an aid for:
 - (1) The retention, guidance and possible promotion of staff members;
 - (2) Self-improvement and self-evaluation of staff members; and
 - (3) Creation of greater rapport and understanding between administration and staff.
- B. Teachers shall be evaluated by persons certified by the State of New Jersey to supervise instruction. It being specifically understood, however, that Department Chairmen may make such evaluation whether they be certified to supervise instruction or not provided, however, that if Department Chairmen do not have certification to supervise instruction, the evaluation of such a Department Chairman standing alone shall not be the final determining factor in the making of an evaluation.
- C. Upon request, teachers shall be given a copy of their individual rating or any other written evaluation of their work prepared by the principal and shall have the right to discuss such rating or evaluation with him. The teacher shall have the right to make his or her comments, in writing, with respect to the said rating or evaluation and have the same placed in his or her personal file but the same shall not be appended or attached to the rating or the evaluation.
 - (1) In the event that any teacher shall have requested a copy of his or her rating or written evaluation, the said written rating or written evaluation shall be signed by both the teacher and the evaluator.
- D. Procedure -- Supervisory reports will be presented to each teacher by the principal periodically as follows:
 - (1) The supervisory report will be issued in the name of the principal based upon a compilation of all reports, observations and discussions with any or all supervisory personnel who come into contact, in their supervisory capacity, with the teacher.
 - (2) Such reports will be addressed to the teacher, a carbon copy thereof being forwarded to the superintendent and a carbon copy being kept by the principal.

(3) Such reports will be in such form as determined by administration and will include when pertinent:

(a) Strengths and weaknesses of the teacher as evidenced during the period since the previous report, and

(b) Specific suggestions as to measures which could be taken to improve his or her performance as a teacher.

E. Tenure teachers may, at anytime, make a request, in writing, to the principal to examine their personal individual personnel file with respect to their personal individual employment within the Passaic County Manchester Regional High School District.

Article XI

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Before the board adopts a change in any policy, which is the subject matter of agreement under provision of this agreement, the board will notify the association in writing that it is considering such a change. The association shall have the right to negotiate with the board for a mutually acceptable change in said policy. Any agreement reached with the board, as a result of such negotiation, shall be reduced to writing, signed by the board and the association, and become a part of this agreement by way of addendum thereto after approval by the board.
- B. The board and the association agree to negotiate for a successor agreement in good faith effort on both sides within the specific time table for negotiations as adopted by the Public Employment Relations Commission to carry out the requirements of Chapter 123 P. L. 1974. Any agreements so negotiated shall apply to all board employees within the unit covered by this agreement and shall be reduced to writing and signed by all the parties.
- C. The provisions hereinabove contained with respect to negotiating and reducing to writing a successor agreement shall be subject to the ten existing statutes of the State of New Jersey controlling public employer --employee relationships.

Article XII

PROFESSIONAL IMPROVEMENT INCENTIVES

- A. Any member of the professional teaching staff, in the employ of the Board, may make a request, in writing, to the Superintendent of Schools for the approval of a course or courses to be taken by him or her during any school semester including summer sessions.
- (1) Such written request shall be submitted prior to his or her enrollment for said course.
 - (2) The course or courses to be taken must be part of an approved graduate program leading to a Master's Degree in an accredited college or university or the graduate level in the subject or subjects taught by him or her.
 - (3) Within one week from the date of the receipt of the written request hereinabove provided for the said Superintendent shall advise the applicant, in writing, whether approval is granted or denied.
 - (4) If approval is granted, said teacher shall enroll for the course or courses which have been approved and shall pay the tuition required by the college or university.
 - (5) If the opportunity to enroll in the approved course or courses is closed to the said teacher, he or she may substitute a required course or an elective course on the graduate level providing said substituted course (or courses) is approved by the said teacher's graduate committee and by the Superintendent of Schools.
- B. Upon the successful completion of the course or courses by the said teacher with a grade of A, or B, said teacher shall be reimbursed according to the following schedule: Reimbursement shall be for a maximum of six (6) graduate credits at the cost established by William Paterson College during that period, the total cost of which shall not exceed the actual charge per credit times six. If a lesser number of credits are taken, reimbursement shall be made for the full cost thereof, providing the total cost does not exceed the cost of six graduate credits at William Paterson College, or \$270, whichever is less. This shall be in effect from July 1 through June 30 next.
- (1) Proof of successful completion of the course or courses with the required grade shall be made by:
 - (a) Submitting to the said superintendent an official transcript, or report card, and
 - (b) An executed invoice for payment.

- (c) The reimbursement to teachers for courses taken during the spring and summer semesters, of any year, shall be made in September next following the successful completion thereof provided that said teacher is in the employ of the Board for the teaching period commencing in that month.

Article XIII

STATUTES

- A. Whenever, in this agreement, a statutory provision has been incorporated, by reference, any change, revision or amendment of such statutory provision shall automatically become a part of this agreement.
- B. Whenever any provision of this agreement is contrary to and in conflict with any statute of the State of New Jersey now in effect or hereafter adopted, the statutory provision shall prevail.

Article XIV

MUTUALITY OF OBLIGATION

The Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.

Article XV.

DURATION

The provisions of this agreement shall be effective as of September 1, 1976, and shall remain in full force and effect until August 31, 1977, subject to the right of the Board and Association to negotiate for a modification of this agreement as provided in Article XI of said agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the year and day above indicated.

ATTEST:

THE BOARD OF EDUCATION OF THE
MANCHESTER REGIONAL HIGH SCHOOL
DISTRICT

Secretary

By: _____
President

ATTEST:

MANCHESTER REGIONAL HIGH SCHOOL
EDUCATION ASSOCIATION

Secretary

By: _____
President

**BOARD OF EDUCATION
PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT
HALEDON, NEW JERSEY**

**Salary Guide
"Teachers"**

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Plus 15 Grad. Credits*</u>	<u>Master's Degree**</u>	<u>Master's Plus 15 Grad. Credits</u>	<u>Master's Plus 30 Grad. Credits</u>	<u>Master's Plus 60 Grad. Credits</u>
1	10,400	10,800	11,250	11,750	12,300	12,900
2	10,800	11,200	11,650	12,150	12,700	13,300
3	11,200	11,600	12,050	12,550	13,100	13,700
4	11,600	12,000	12,450	12,950	13,500	14,100
5	12,100	12,500	12,950	13,450	14,000	14,600
6	12,600	13,000	13,450	13,950	14,500	15,100
7	13,100	13,500	13,950	14,450	15,000	15,600
8	13,600	14,000	14,450	14,950	15,500	16,100
9	14,200	14,600	15,050	15,550	16,100	16,700
10	14,800	15,200	15,650	16,150	16,700	17,300
11	15,400	15,800	16,250	16,750	17,300	17,900
12	16,000	16,400	16,850	17,350	17,900	18,500
13	16,600	17,000	17,450	17,950	18,500	19,100
14			18,050	18,550	19,100	19,700
15					19,700	20,300

* 3-year limit on this scale pending qualifications for Master's Degree, or reversion to Bachelor's scale upon expiration of 3 years.

** Master's Degree or approved equivalency.

Adopted 11/19/75

SCHEDULE B

DEPARTMENT CHAIRMEN'S SALARY GUIDE

The following shall be the basis for determining the departmental salaries:

Formula

- a. Minimum Ratio 0.04
- b. Number of teachers* in department
(not including chairman)

*Number of teachers to be equated
on the basis of 5 teaching periods =
1 teacher.

2 or fewer	0.00
3 - 4	0.01
5 - 7	0.02
8 - 11	0.03
12 or more	0.04

APPLICATION OF FORMULA

The percentage which obtains by use of formula in relation to the number of teachers during the current school year is to be applied to the proposed basic salary of the department head for the ensuing school year.

SCHEDULE C

SPECIAL SCHOOL SERVICES

Marching Band Director	\$ 750*
Color Guard & Majorettes Advisor	300
Varsity Cheerleader Advisor	450
J. V. Cheerleader Advisor	350
Girls Intramural Advisor (max. of 3/yr.)	175/Act.
Boys Intramural Advisor (max. of 3/yr.)	175/Act.
Girls Athletic Association Advisor	450
Pep Squad Advisor	200
Yearbook Advisor	750* + F. P.
Asst. Yearbook Advisor	350
Dramatics Advisor	425
Scenery Advisor	225
Stage Director	400* + F. P.
School Newspaper Advisor	400 + No H.R.
Director of Student Activities & St. Council Advisor	550 + No H.R., F. P.
Dance Chaperones	25/Dance
Ticket Takers	15/Event
Director of Ticket Takers	20/Event
Athletic Event Timer	20/Event
Athletic Event Announcer	20/Event

CLASS ADVISORS

Senior Advisors (2)	\$ 350 Each)*	Shore
Junior Advisors (2)	300 Each)	o
Sophomore Advisors (2)	300 Each)	H.R.
Freshmen Advisors (2)	200 Each)	

*If possible, Marching Band Director, Yearbook Advisor, Stage Director, Senior Class Advisors should not be given H. R.

SCHEDULE D

COACHES SALARY GUIDE

<u>Position</u>	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3</u>	<u>Step #4</u>
Athletic Director	1100	1350	1600	1900
Head Football	1000	1200	1400	1600
Asst. Football	700	800	900	1000
Head Basketball	900	1000	1150	1300
Asst. Basketball	600	650	700	800
Head Baseball	750	850	950	1100
Asst. Baseball	500	550	600	700
Head Wrestling	800	900	1050	1200
Asst. Wrestling	550	600	650	750
Head Track	750	850	950	1100
Asst. Track	500	550	600	700
Cross-Country	500	550	600	700
Fencing	600	700	800	900
Asst. Fencing	300	350	400	500
Golf	300	400	500	600
Bowling	300	400	500	600
Girls' Basketball	350	450	550	650
Asst. Girls' Basketball	200	250	300	350
Girls' Softball	250	300	400	500
Girls' Volleyball	250	300	400	500

1. The Board of Education may hire coaches and place them on any of the four steps.
2. Advancement will be determined on the basis of evaluation and merit. The Board shall make the final determination of appointment, reappointment, and remuneration; that is, the Board may hire, fire, move the coach to the next step, or hold him at the same step.
3. Coaches whose salaries are within specific steps will receive an increment equal to the range in that step, until they reach step #4, subject to the provisions of Paragraph #2 above. (Example: A head wrestling coach whose present salary is \$850, would receive \$850 + 100 or \$950 for the next year, \$950 + 150 or \$1,100 for the next year, and \$1,100 + 100 or \$1,200 for the following year.)
4. No staff member shall be head coach of more than one sport. The Athletic Director or Department Chairmen shall not be Head Coaches. Exceptions to either of the above statements may be made with special annual approval of Administration and the Board of Education.
5. Coaching contracts shall be issued at the same time that teachers' contracts are issued, except when the season is incomplete.